

**VOLUNTARY CLEANUP CONTRACT
13-5647-NRP**

**IN THE MATTER OF
A Portion of the Colonial Heights Packaging Site, Spartanburg County
and
SunCap Spartanburg, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and SunCap Spartanburg, LLC with respect to the Property located at 380 Falling Creek Road, Spartanburg, South Carolina 29301. The Property includes approximately 61.5 acres identified by Tax Map Serial Number 5-17-00-023.00 (Lot A, 20.69 acres) and a portion of TMS 5-17-00-014.02 (Lot B, 40.80 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of SunCap Spartanburg, LLC, submitted July 19, 2013, and any amendments thereto, by SunCap Spartanburg, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as

amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "SunCap" means SunCap Spartanburg, LLC.
- B. "Beneficiaries" means SunCap's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present at the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of SunCap or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

<i>TMS 5-17-00-023.00 Lot A</i>	<i>Purchase Date</i>
Jacob R. Frey	
Mitchell Factory Outlet, Inc.	1983
Charles J. Elmore and wife	1983
James Carl Eubanks III	February and March 1988
Exit 68 LLC	July 2007

<i>TMS 5-17-00-014.02 Lot B</i>	<i>Purchase Date</i>
Arthur Franklin Cleveland II and Catherine Cleveland Melnyk Grooms	December 1977
Conomo Properties, LLC	November 1995
John W. Beeson	October 2002
Fort Prince Investments, LLC	April 2004

B. Property and Surrounding Areas: The Property is located at the Exit 66 Interchange of Interstate I-85 at Fort Prince Boulevard and Falling Creek Road, west of the Fairforest community in Spartanburg County. Generally the Property is wooded, undeveloped land in a rural part of the County. To the east is an Adidas warehouse; directly north is Interstate I-85; to the south and west is rural land sparsely developed with residences. Grey's Creek is located to the east of Lot B while Frey Creek is located to the west of Lot A.

C. Investigations / Reports:

In 1993 a dump site was discovered on Lot A, the approximately 20 acre western portion of the Property, when fill for construction of the I-85 relocation project was removed. Eight discreet trenches of waste material to include metal and cardboard drums, trash, and latex type waste were discovered buried. Labels on some of the drums were traced to Colonial Heights Packaging in Greenville, South Carolina. The approximately 700 tons of waste was excavated along with visually impacted soils. Analysis determined the excavated waste to be non hazardous. Confirmatory soil samples were collected at the base of the excavation and from the trench walls to ensure that all waste and impacted soil had been removed.

An October 1995 report documents the installation of 20 temporary monitoring wells (10 of which were dry), eight soil borings along the perimeter of the burial pits and the collection of two surface water samples. The samples were

analyzed for volatile organic compounds (VOCs). No parameters were detected in the surface water or soil samples. VOCs were detected in groundwater. Namely, tetrachloroethene (PCE), trichloroethene (TCE) and cis 1,2-Dichloroethene (1,2-DCE) at concentrations greater than their respective maximum contaminant levels (MCLs).

In 1995 a follow-up groundwater assessment was conducted. Nested wells were installed immediately downgradient of the former waste disposal trenches to evaluate groundwater quality in the surficial and bedrock aquifers. PCE was detected in monitoring well shallow MW-4A at 0.0054 milligrams per liter (mg/l), which is above the MCL of 0.005 mg/l. A conclusion was that this sampling indicated that the VOCs had not migrated to the deeper bedrock sampling locations.

The Phase I, dated February 13, 2013, submitted in support of the NRP Application identified Frey Industrial Dump (Frey) as adjacent to the western parcel of the Property. Frey was located on Tan Yard Road currently known as Falling Creek Road. Frey operated from the 1960s to 1972 and was considered a "pre-regulatory" dump. Sediment of Frey Creek was reported to have had elevated concentrations of lead and mercury, which were attributed to the Frey Industrial Dump. The Department conducted a Sampling inspection at the Frey Industrial Dump in September 1988. The Department's conclusion was that while past dump activities had not impacted Frey Creek, the activities had impacted the Frey Industrial Dump property by acid/base neutral extractables, polychlorinated biphenyls (PCBs), some VOCs and heavy metals. In June 1993 a Final Site Inspection Prioritization for Frey Industrial Dump was submitted to the US EPA who concluded that no further remedial action should be planned.

An August 2013 update to the Phase I referenced above was performed and submitted to the Department. Other than the presence of a new asphalt shingles

pile being placed at the northwestern corner of Lot A, no new findings were made in this Update relative to the Phase I ESA.

D. Responsible Party Voluntary Cleanup Contract

In October 2007, Colonial Heights Packaging Inc. entered into Responsible Party Voluntary Cleanup Contract 07-5647-RP. Pursuant to the RP Contract, the first of two groundwater and surface water sampling events was conducted in May 2008. During the second event in November 2008, PCE and TCE were detected in MW-4A at concentrations greater than their respective MCLs. Beginning in April 2009, groundwater samples and surface water samples, when present, have been collected on an annual basis. A sampling event was conducted in April 2013. Analysis has been for VOCs. No parameters have been detected in surface water at concentrations above the MCLs. The concentrations of PCE and TCE in MW-4A fluctuate but remain slightly above the MCLs. Groundwater monitoring is the only remaining obligation under the RP Contract.

E. Applicant Identification: SunCap is a North Carolina limited liability company with its principal place of business located at 6101 Carnegie Boulevard Suite 180, Charlotte, North Carolina 28209. SunCap is affiliated with SunCap Property Group, LLC. SunCap affirms that it has the financial resources to conduct the response action pursuant to this Contract.

F. Proposed Redevelopment: SunCap will acquire the Property to construct a 240,000 square foot FedEx Ground distribution center with a goal to be completed by December 2014. The facility will perform sorting and distribution of business to business and business to consumer parcels/packages. The projected increase to the tax base is from \$25 to \$30 million.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. SunCap certifies that it and its members are not a current owner of the Property, or

parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. SunCap also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. SunCap agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by SunCap, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by SunCap, or its designee in accordance with the schedule provided in the initial Work Plan. SunCap acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. SunCap agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, SunCap may seek an amendment of this Contract to clarify its further responsibilities. SunCap shall perform all actions required by this Contract, and any related actions of SunCap's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).

- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). SunCap shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels (RSLs) for Chemical Contaminants at Superfund Sites" in effect at the time of sampling as maintained and published on-line by the Oak Ridge National Laboratory. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.
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- 6). The Work Plan shall include the names, addresses, and telephone numbers of SunCap's consulting firm(s), analytical laboratories, and SunCap's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). SunCap shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
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- 7). The Department will notify SunCap in writing of approvals or deficiencies in the Work Plan.
 - 8). SunCap, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
 - 9). SunCap shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
 - 10). SunCap shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). SunCap shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. SunCap shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data. The surveyed map may be provided using sub-meter accurate Global Positioning System data collected by a trained operator and not required to be provided by a SC Registered Land Surveyor.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). SunCap shall characterize all Waste Materials and Segregated Sources

identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.

- a). Observed soil piles of unknown items, household trash, tires, empty drums, and asphalt shingles.
- 2). SunCap shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, SunCap shall expeditiously stabilize or remove the Segregated Source from the Property
- 4). SunCap shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. SunCap shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). SunCap shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). SunCap shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to SunCap, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). SunCap shall collect and analyze a minimum of twelve (12) soil samples from

six (6) locations on the Property. SunCap shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

- a). A presumed background location on Lot B for inorganic analysis only;
 - b). Three other locations on Lot B to include areas of erosion / debris;
 - c). Two locations on Lot A that have not previously been sampled to include areas of debris.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one (1) surface and one (1) subsurface sample from probable impacted areas on Lot A and on Lot B shall be analyzed for the full EPA-TAL and EPA-TCL.
 - 3). Soil quality results shall be compared to the ORNL Residential and Industrial Regional Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). SunCap shall assess groundwater quality and determine the direction of groundwater flow across the Property. Assessment shall include samples from a minimum of four monitoring well locations. Specific locations shall be as follows:
 - a). A presumed background location on Lot B, which may be the same location as the background soil location above.
 - b). A second new monitoring well to be installed on Lot B; and
 - c). Two (2) existing permanent monitoring wells located on Lot A identified as MW-3 and MW-4A.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the sample from MW-4A located on Lot A shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum

contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the ORNL Regional Screening Level Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). SunCap shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction proposed to be used on the Property.
- 2). SunCap's evaluation shall, unless otherwise agreed to by the Department, consist of utilization of all groundwater data that have been collected on Lot A under the Colonial Heights Packaging RP-VCC and the groundwater data that will be collected from Lot B plus the collection and analysis of a minimum number of soil gas samples from the proposed footprint of buildings to be constructed on Lot B over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The evaluation will be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" and/or supplemental EPA guidance using the benchmark of 1×10^{-6} as the upper-bound benchmark of acceptable risk.
- 3). The Department may allow SunCap to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of

data usability.

- 4). SunCap shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). SunCap shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). SunCap shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). SunCap shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination
 - c). SunCap may request Department approval to conduct a site-specific risk

assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, SunCap shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, SunCap shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). SunCap shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). SunCap shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well

Standards.

J. Abandon Existing RP-VCC Monitoring Wells and Install Replacement Wells

- 1) Prior to start of site civil preparation, the existing groundwater monitoring wells used for annual monitoring of the Colonial Heights Packaging site will be abandoned by SunCap in accordance with R. 61-71 of the South Carolina Well Standards.
- 2) Upon completion of construction, the abandoned wells will be re-installed at location(s) acceptable to and approved by the Department. Wells will be installed by SunCap so as to monitor the same portions of the aquifer as those that were abandoned in accordance with R. 61-71 of the South Carolina Well Standards.
- 3) SunCap will properly develop and then sample each newly-installed replacement well once for the VOC parameters currently monitored by Colonial Heights Packaging.
- 4) Ongoing required sampling and analyses of groundwater via these wells will remain the responsibility of the parties under the existing Colonial Heights Packaging RP-VCC.

K. Complete required activities in the event of a Responsible Party default:

- 1). Ongoing Responsible Party activities under VCC 07-5647-RP dated October 16, 2007, may partially satisfy the requirements in sub-paragraph 4.J above. Therefore, it is agreed that response actions completed by the Responsible Party that meet the conditions of this Contract shall be deemed to satisfy the requirements on SunCap. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response action towards completing the activities required by this Contract.
- 2). The Department will provide written notification to SunCap if more than 180 consecutive days elapse without substantial progress, or the Department otherwise determines the Responsible Party activities are inadequate.
- 3). SunCap shall respond in writing within thirty days to the Department's

notification with a workplan for completing the unfulfilled requirements of this Contract.

HEALTH AND SAFETY PLAN

5. SunCap shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). SunCap agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by SunCap.

PUBLIC PARTICIPATION

6. SunCap and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by SunCap.
 - B. SunCap shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by SunCap Spartanburg LLC under Voluntary Cleanup Contract 13-5647-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of

SunCap. Contact information for the Department shall state "SCDHEC – BLWM TELEPHONE: 1-803-898-2000".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). SunCap shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). SunCap agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). SunCap shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, SunCap shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. SunCap shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. SunCap shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. SunCap shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. SunCap or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to SunCap. An authorized representative of SunCap or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. SunCap or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

- C. SunCap or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, SunCap or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for SunCap or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). SunCap or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). SunCap or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after SunCap acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's

authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. SunCap or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial

delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
overcajc@dhec.sc.gov

B. All correspondence and notices to SunCap shall be submitted to SunCap's designated contact person who as of the effective date of this Contract shall be:

SunCap Spartanburg, LLC
Attn: Jon Phillips, First Vice President
6101 Carnegie Boulevard Suite 180
Charlotte, North Carolina 28209
jphillips@suncappg.com

FINANCIAL REIMBURSEMENT

11. SunCap or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to SunCap on

a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

12.

SunCap Spartanburg, LLC
Attn: Jon Phillips, First Vice President
6101 Carnegie Boulevard Suite 180
Charlotte, North Carolina 28209

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 13. SunCap agrees the Department has an irrevocable right of access to the Property for environmental response matters after SunCap acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 14. A Certificate of Completion shall be issued to SunCap or its Beneficiaries for the Property under this Contract as follows:
 - A. SunCap or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and

any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that SunCap or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that SunCap or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if SunCap or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. SunCap or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. SunCap shall summarize the new operations at the Property, the number of jobs created, the amount of property

taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, SunCap, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. SunCap or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. SunCap and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, SunCap or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,

5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, SunCap or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. SunCap, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide SunCap or its Beneficiaries an opportunity to correct

the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in SunCap's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of SunCap or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by SunCap or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by SunCap or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by SunCap or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of SunCap's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should SunCap or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by SunCap or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

- D. Termination of this Contract by any party does not end the obligations of SunCap or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, , and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. SunCap and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.
- B. Effective on the date the Certificate of Completion is issued by the Department.
 - 1). The Department's covenant not to sue SunCap and its Beneficiaries for Existing Contamination but not for any Contamination, releases and

consequences caused or contributed by SunCap or its Beneficiaries.

- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by SunCap or its Beneficiaries. The Department retains all rights under State and Federal laws to compel SunCap and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by SunCap or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than SunCap and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than SunCap and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY SUNCAP

19. SunCap retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. SunCap and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to. However, SunCap and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. SunCap and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by SunCap or its Beneficiaries. SunCap and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY SUNCAP AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, SunCap and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

BY:

SUNCAP SPARTANBURG, LLC *By its Manager,*
SunCap Investments, LLC, both North Carolina
Limited Liability Companies

DATE:

September 11, 2013

[Signature]

Flint McNaughton, Manager

APPENDIX A

SunCap Spartanburg, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

July 19, 2013



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Suncap Spartanburg, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Name Flint McNaughton Title Manager Email fmcnaughton@suncap.org.com
Address 6101 Carnegie Blvd Suite 180 Phone1 704.945.8005
Charlotte NC Phone2 28209
City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

Street address 6101 Carnegie Blvd Suite Number 180
Charlotte NC Zip 28209
City State

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Jon Phillips Title First Vice President
6101 Carnegie Blvd Suite 180 Phone1 704.945.8020 Phone2 704.340.1304
Charlotte NC Zip 28209 Email jphillips@suncap.org.com
City State

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in North Carolina / LLC (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Flint McNaughton</u>	
<u>Jason Bria</u>	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Suncap Property Group, LLC

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 5-17-00-014.02
b. Acreage 116
c. Current Owner Ft. Prince Investments, LLC
d. Owner Mailing Address 204C West Woodlawn Rd
Charlotte, NC 28217

e. Contact Person for Access Butch Genoble
f. Access Person's Phone # 864.504.0942
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 5-17-00-029.00
b. Acreage 23.87
c. Current Owner EBB, LLC
d. Owner Mailing Address Po Box 392
Clemmons, NC 27012

e. Contact Person for Access Jim Eubanks
f. Access Person's Phone # 336.529.8405
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

II. Property Information

9. Location

a. Physical Address See attached proposed/draft ALTA survey

b. County Spartanburg

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____ (town/city)

10. List any Companies or Site names by which the Property is known

11. Total Size of Property Covered by this Contract 50 Acres

12. How many parcels comprise the Property? One upon platting @ conveyance

13. Current Zoning (general description)

Ag

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

240,000 SF FedEx Ground distribution center - completion date 12/14. Facility will perform sorting and distribution of business to business and business to consumer parcels/packages.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number TBD
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Approx \$25 - \$30 mm

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 9 / 1 / 13

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None, as of this application date

S9ME

Company

301 Zina Park Dr. Spartanburg

SC

29301

Address

City

State

Zip

Mike Marcuse

864.208.9393 864.915.5842 mmarcuse@smeinc.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

David Klemm

PG 1024

864.297.9944

864.415.4195

dklemm@smeinc.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

Firm

Attorney

Phone1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

[Signature]

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both *IN DRAFT*

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by *SIME*

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: *Colonial Heights*

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name

Environmental Firm

2/15/13
2/13/13

Wellford Vapor Intrusion Analysis
Phase I Environmental Site Assessment

SIME / Mike Marcus
SIME

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

[Signature]

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Subject: Wellford

Date: Wednesday, January 30, 2013 10:11:41 AM Eastern Standard Time

From: Mike Marcus

To: Jon Phillips

Jon:

As I promised, I did a quick cut on vapor intrusion at the site using the USEPA Johnson & Ettinger Model. I used the most conservative data (i.e., worse case from your perspective) to see what the theoretical downside would be.

I used the max concentrations (TCE, PCE and 1,2-DCE) detected in groundwater and the shallowest depth-to-groundwater recorded (4.47-ft. in May 2009 at MW-5) per the reports we got from RMT... regardless of the date. I also assumed very porous soil and other such over-protective factors. Plus, I assumed a residential-use with the benchmark set at 1×10^{-6} for carcinogenesis and 0.1 for non-carcinogenesis.

PCE – 9.7 ug/L in April 2011; carcinogenic risk (2.1×10^{-7}); non-carcinogenic hazard (0.0002)
TCE – 14.9 ug/L in November 2008; carcinogenic risk (3.4×10^{-6}); non-carcinogenic hazard (0.0022)
1,2-DCE – 2.9 ug/L in March 2008; carcinogenic risk (mode not applicable to this analyte); non-carcinogenic hazard (0.0002)

The TCE risk is slightly greater than 1×10^{-6} ... but considering all of the over-protective assumptions that I used in the model, I expect this to go away (i.e., end up less than 1×10^{-6}) if/when more realistic values and assumptions are used.

Bottom line... based on what we info/data we have at this time on the property, vapor intrusion from the legacy groundwater contamination is not an issue.

If you need a formal letter at some point, just let me know.

Mike

Mike Marcus, Ph.D.
Technical Principal/Vice President



S&ME, Inc.
301 Zima Park Drive
Spartanburg SC 29301 [Map](#)
Ph: 864-574-2360
Fax: 864-576-8730
Mobile: 864-915-5842
mmarcus@smeinc.com

www.smeinc.com

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SOURCE: Spartanburg County GIS 2011 Aerial Photograph

SCALE: 1" \approx 800'
 CHECKED BY: wck
 DRAWN BY: wck
 DATE: 1/28/2013



SITE AERIAL PHOTOGRAPH
 Fort Prince Boulevard Distribution Facility
 Spartanburg County, South Carolina

JOB NO. 1261-13-003

FIGURE NO.

3

